

NATIONAL CASTINGS INC.**PARTIAL RELEASE OF
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

WHEREAS, National Castings Inc. ("Grantor") entered into a Credit Agreement (as has been amended, restated, or otherwise modified ("Credit Agreement") among and between Bank of America, N.A. as agent (the "Agent") for certain lenders parties thereto, and other parties, dated as of February 19, 1999 (terms used but not defined herein shall have the meanings as such terms are used in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, Grantor entered into certain Loan Documents, pursuant to some of which the Grantor has granted to the Agent for the benefit of the lenders a continuing security interest (the "Security Interest") in favor of Agent in and to all of Grantor's intellectual property described in the relevant Loan Documents;

WHEREAS, Grantor granted the Security Interest to Agent in order to secure the complete and timely satisfaction of its obligations under the Loan Documents (the "Secured Obligations");

WHEREAS, pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated April 16, 2001, by and among Grantor, NACO, Inc., National Castings Inc., NACO Flow Products, Inc., National Engineered Products Company, Inc., BuyMetalCastings Inc. (collectively, "Sellers") and Matrix Metals LLC ("Buyer"), Sellers agreed to sell, assign, transfer and convey certain assets to Buyer, including, without limitation, all of Grantor's right, title and interest in the Intellectual Property, as defined in Section 2.14 of the Asset Purchase Agreement (hereinafter, the "Castings Intellectual Property"), including, without limitation, the patents and patent applications listed in Schedule A hereto and the trademarks and any registrations and applications therefor listed in Schedule B hereto and all of the goodwill of the business connected with use of, and symbolized by such trademarks;

WHEREAS, Agent has agreed to release the Security Interest in the Castings Intellectual Property upon the payment of the Purchase Price as provided in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Agent hereby releases the Security Interest in the Castings Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies, if any, under the Loan Documents related to the Castings Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Credit Agreement, hereby sells, assigns, transfers and sets over to Grantor and Grantor's successors and assigns any right, title or interest in or to the Castings Intellectual Property described in the Credit Agreement, including, without limitation, the patents and patent applications set forth on Schedule A, and the trademark registrations and applications set forth on Schedule B, and the goodwill associated therewith (in each case without any

representations or warranties), and hereby releases Grantor on and after the date hereof, and Grantor's successors and assigns, from all covenants, obligations, liabilities and warranties related to the Castings Intellectual Property under the Credit Agreement.

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BANK OF AMERICA

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BANK OF AMERICA N.A. AS AGENT

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

Date: 5/2/01

Schedule A

U.S. Patents

None

Foreign Patents

None

Schedule B**U.S. Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Issue Date</u>	<u>Renewal Date</u>
BIG BITE	U.S.	1,255,092	3/10/82	10/25/83	10/25/03

U.S. Trademark Applications

None

Foreign Trademarks

None

Foreign Trademark Applications

None